



May 4, 2022

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you Amendment 3 with Wessler Engineering regarding 40 & 8 Lift Station and Force Main Replacement Contract. This amendment increases the design/bid phase budget by \$30,000 to account for additional time to redesign the lift station layout to accommodate changes in coordination with INDOT. The amendment also adds budget for Construction Administration services which were not included in the original agreement or the previous amendments. The additional \$68,210 covers CA services anticipate 10 months of construction for this project.

Wessler Engineering will perform this work for a not-to-exceed increase of \$98,210 bringing the total contract amount to \$255,000. The contract was reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

A handwritten signature in black ink, appearing to read "B. Talley", is written over the name "Brad W. Talley".

Brad W. Talley
Superintendent
Lafayette Renew





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AMENDMENT NO. 3
TO AGREEMENT
BETWEEN
BOARD OF PUBLIC WORKS AND SAFETY
CITY OF LAFAYETTE, INDIANA
AND
WESSLER ENGINEERING, INC.
FOR
40 & 8 LIFT STATION AND FORCE MAIN REPLACEMENT

THIS AMENDMENT NO. 3 to existing AGREEMENT, entered into by and between Board of Public Works and Safety, 20 N. 6th Street, Lafayette, IN 47901 (hereinafter named OWNER) and Wessler Engineering, Inc., 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER) dated October 8, 2019:

WHEREAS, the ENGINEER was previously authorized by the OWNER to provide additional design services to re-design the lift station to obtain the Indiana Department of Transportation permit approval; and

WHEREAS, the OWNER has requested the ENGINEER provide Construction Administration services;

THEREFORE, OWNER and ENGINEER hereto mutually covenant and agree as follows:

ARTICLE I
BASIC ENGINEERING SERVICES
SHALL BE AMENDED AS FOLLOWS:

ADD the following paragraph H to Article I:

H. CONSTRUCTION ADMINISTRATION

1. *eComm Communications.* ENGINEER shall utilize an electronic construction communication program, "eComm", administered by ENGINEER through Eastern

Engineering for this project. All submittals, RFIs, Field Orders, Change Orders, FTMs, and other communication between Contractor and ENGINEER shall be done using the eComm program. Login information and training will be made available to the OWNER and Contractor at the start of the PROJECT.

2. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
3. Pre-Construction Conference. Prepare agenda for and participate in a Pre-Construction Conference for each construction contract prior to commencement of Work at the Site. Prepare and distribute meeting minutes to all attendees following the meeting.
4. Construction Progress Meetings. Attend monthly construction progress meetings with OWNER and Contractor. Prepare and distribute meeting minutes to all attendees following the meeting.
5. Schedules. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to ENGINEER, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. Visits to Site and Observation of Construction. In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, ENGINEER will determine in general if the Work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

- b. The purpose of ENGINEER's visits will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
7. Defective Work. Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. Clarifications and Interpretations; Field Transmittal Memorandums. Issue clarifications and interpretations of the Contract Documents as needed for the completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Transmittal Memo's (FTM's) authorizing minor variations in the Work from the requirements of the Contract Documents.
9. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. Shop Drawings and Samples. Review and process Shop Drawings and Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ENGINEER shall meet any Contractor's submittal schedule that ENGINEER has accepted.

11. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Contract Documents.
12. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. Rendering Decisions Related to Contractor's Work. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
15. Contractor's Completion Documents. Receive, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by ENGINEER will be limited as referenced above.
16. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete; ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
17. Record Drawings. Using the change order and the annotated record documents maintained by the Contractor, prepare and deliver to OWNER one full-size hard copy set of reproducible record drawings, and one electronic set in Adobe pdf format.
18. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

19. The Construction Phase will commence with the execution of the first construction Contract for the PROJECT or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. ENGINEER shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
20. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

**ARTICLE III
COMPENSATION
SHALL BE AMENDED AS FOLLOWS:**

MODIFY Paragraph A in Article III, total compensation, by \$30,000.00 for the additional Design/Bid Services.

ADD Paragraphs C and D to Article III as follows:

- C. Compensation for Basic Engineering Services to be provided as described in Article I, Paragraph H of this Amendment shall be on a time and materials basis in the not-to-exceed amount of \$68,210.00. Professional Services performed on a time and material basis shall be invoiced by ENGINEER monthly based upon the actual hours reimbursable expenses incurred in performing the services per ENGINEER's current Hourly Rate and Reimbursable Expense Schedule in effect at the time the Services are performed.
- D. The Amended Total Not-to-exceed fee shall be Two Hundred Fifty-Five Thousand Dollars, as follows:

Previous Estimated Not-to-Exceed Total Compensation	\$156,790.00
Increase in Design/Bid Phase	\$30,000.00
Add Construction Administration Phase	<u>\$68,210.00</u>
Amended Total Not-to-Exceed Total Compensation	\$255,000.00

**ARTICLE V
SCHEDULE
SHALL BE AMENDED AS FOLLOWS:**

Add the following to the existing schedule in Article V:

C. Construction Administration

Construction phase services shall be provided per the construction schedule.


All other terms and conditions contained in the Agreement, Amendment No. 1 and Amendment No. 2 shall remain unchanged and continue in full force and effect.

This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Agreement. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

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IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 3 to existing Agreement, this _____ day of _____, 2022.

**ENGINEER
WESSLER ENGINEERING**



Marty A. Wessler, P.E.
CEO

Attest:



Bridget R. Ingram, P.E.
Project Manager

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

**OWNER
BOARD OF PUBLIC WORKS & SAFETY
CITY OF LAFAYETTE, INDIANA**

Gary Henriott, President

Norm Childress, Member

Amy Moulton, Member

Cindy Murray, Member

Ronald Shriner, Member

ATTEST:

Mindy Miller, Deputy Clerk

Date: _____

ADDRESS FOR GIVING NOTICE:
Lafayette Renew Facility
1700 Wabash Avenue
Lafayette, IN 47901



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ATTACHMENT NO. 1

2022 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$235
Senior Project Manager I/II	\$200/\$225
Senior Project Engineer I/II	\$200/\$225
Project Manager I/II	\$155/\$165
Assistant Project Manager	\$135
Project Engineer I/II/III/IV	\$125/\$135/\$155/\$165
Engineer	\$110
Electrical/Control System Senior Project Manager I/II	\$200/\$235
Electrical/Control System Senior Project Engineer I/II	\$200/\$235
Electrical Project Manager I/II	\$160/\$170
Electrical Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
Electrical Engineer	\$115
Control System Engineer I/II/III/IV	\$115/\$135/\$155/\$170
Control System Technician	\$90
Environmental Services Senior Project Manager I/II	\$155/\$165
Environmental Services Project Manager I/II	\$135/\$145
Environmental Services Assistant Project Manager	\$110
Environmental Scientist I/II/III	\$85/\$95/\$105
CAD Manager I/II	\$125/\$160
GIS Manager I/II	\$120/\$150
Senior Designer I/II	\$120/\$135
Designer	\$110
GIS Technician I/II	\$90/\$100
Technician I/II/III/IV	\$65/\$85/\$95/\$105
Senior Resident Project Representative I/II	\$115/\$125
Resident Project Representative I/II/III/IV	\$65/\$85/\$95/\$105
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$180
Survey Manager	\$130
Survey Crew Chief I/II	\$90/\$100
Project Analyst I/II	\$100/\$110
Project Coordinator	\$90
Project Administrator	\$60

Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$25.00 per hour
Drone Equipment		\$25.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

January 1, 2022